

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities furnished within the State of Indiana by LightBound LLC., hereinafter referred to as the Company. The rules and regulations contained in this tariff notwithstanding provisions of the “Rules and Standards of Service for Telephone Utilities of Indiana”, as promulgated by the Indiana Utility Regulatory Commission may also apply.

When services and facilities are provided in part by the Company and in part by other companies, the rules and regulations of the Company apply to that portion of the service and facilities furnished by it.

Failure on the part of the subscribers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific Tariff sections, the rate, rule, regulation or provision contained in the specific Tariff sections shall prevail.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company

A. Availability of Facilities

Service will be provided where facilities and billing capabilities are available.

B. Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to subscriber negligence, if the interruption continues for more than twelve hours from the time it is reported to or detected by the Company. The allowance will be the prorated portion of the monthly rate for the service made inoperative, and will be accomplished by a credit on a subsequent bill for service. The credit will be for a minimum of the amount for 24 hours of service.

C. Directory Errors and Omissions

The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Company. In the case of additional or extra listings for which a charge is made, the Company's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

D. Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these tariffs.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

E. Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition in which it was found prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

F. Maintenance and Repairs

The Company shall bear the expense of all repairs and maintenance of its facilities. Where damage or destruction of its facilities is due to the acts or omissions of the subscriber, the Company will be reimbursed by the subscriber for any such damage. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

Access to subscriber's premises at any reasonable hour will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

G. Adjustment of Charges

In case of over billing, a refund will be made by the Company for the amount of excess charges.

The refund will be accomplished by a credit on a subsequent bill for telephone service or by check if the account is final or if requested by the subscriber.

H. Liability of Company

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 36 hours after notification has been made.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

H. Liability of Company (Cont'd)

2. The customer indemnifies and holds the Company harmless against the following:
  - (a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
  - (b) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities (demarcation point and drop) on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
  - (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
  - (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
  - (e) Liability for failure to provide service.
  - (f) Liability for telephone directories except as outlined in Section 3.3(C).

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities

A. Provision of Equipment

1. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.
2. Equipment not owned by the Company may be attached to the facilities of the Company as provided in Section 3.4(B). In case unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.
3. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company (such as a device to obtain quietness or privacy), provided any such device so used does not:
  - a. Endanger the safety of Company employees or the public.
  - b. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
  - c. Interfere with the proper functioning of such equipment or facilities.
  - d. Impair the operation of the communication system.
  - e. Otherwise injure the public in its use of the Company's services.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire

1. Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.
2. Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.
3. The General Regulations contained in Section 3 of this Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.
4. Responsibility of the Customer
  - a. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire (Cont'd)

4. Responsibility of the Customer (Cont'd)

- b. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
- c. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
- d. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
- e. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (1) For purposes of identification, customers who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire (Cont'd)

4. Responsibility of the Customer (Cont'd)

e. (Cont'd)

(2) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.

(3) Non-published telephone service will not be furnished for use with recorded public announcements.

(4) Failure to comply with the provisions of this Tariff shall be cause for termination of the service.

f. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

5. Responsibility of the Company

a. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures, which might affect customer-provided equipment or systems.

b. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

C. Use of Subscriber Service

Local exchange telephone service, as distinguished from payphone service, is furnished only for the use by the subscriber, his/her family, and associates. The Company may refuse to install such service, or permit such service to remain on the subscriber premises, if the service is able to be used such that it is of a payphone nature.

D. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service, which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

1. The use of service or facilities of the Company in such a manner as to interfere with the service of one or more other telephone users.
2. Tampering with or rearranging Company equipment or facilities, or engaging in any fraudulent activity whatsoever, for the purpose of obtaining service without payment of any portion of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
3. The use of service that is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service

A. Applications for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable tariffs.

The subscriber may be required to pay in advance all charges including applicable Customer Activity Charges for the first billing period. Federal, State or municipal governmental agencies may not be required to make advance payments.

Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required.

A move within the exchange area is not considered a means to terminate the contract and orders for such may be made verbally.

Any change in rates, rules or regulations prescribed by the Indiana Utility Regulatory Commission shall act as a modification of the contract to that extent, without further notice.

B. Furnishing of Service to Business Customers

Business rates apply to customers conducting business in the following locations:

1. Offices, stores, factories and all other places of a strictly business nature.
2. In boarding houses, offices, hotels, halls and apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges (excluding dormitory rooms at such schools or colleges), hospitals, libraries, churches, and other similar institutions.
3. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, or when such business use does not occur or pass over to residence phones during times when businesses are ordinarily closed.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service (Cont'd)

B. Furnishing of Service to Business Customers (Cont'd)

4. Where the place of business and the residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
5. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
6. In college fraternity houses.
7. At any location where the listing of service at that location indicates a business, trade or profession, except as specified in 3.5(C). below.

C. Furnishing of Service to Residence Customers

Residence rates apply to customers at the following locations:

1. In private residences where business listings are not provided.
2. In private apartments of hotels, rooming houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
3. In residence of a clergyman, and in the place of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. If listings of firms or partnerships, or additional listings of persons not residing in the same household are desired, business rates apply.
4. Churches, hospitals and other charitable institutions not receiving monies by public taxation or from charges for their services take residence rates for individual line service.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service (Cont'd)

D. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change. A subscriber may request a telephone number change and if feasible the change will be made at the rate following as described in Section 5.2(B) and listed in Section 20.2(B).

E. Alterations

The subscriber agrees to notify the Company promptly of any alterations or new construction on subscriber premises which will necessitate changes in the Company's wiring and equipment; and the subscriber agrees to pay the Company's current charges for such changes.

F. Payment for Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained in this tariff. The subscriber is responsible for all charges for service rendered at his telephone, including collect charges.

G. Unusual Installation Costs

When special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay such costs pursuant to Section 8 of this Tariff.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.6 Telephone Directories

The Company will adopt a directory in each Local Exchange and list each subscriber in an alphabetically arranged list of the names of all subscribers of the Local Exchange. Extra name listings of subscribers will be furnished when desired by any subscriber, or listings will be handled on a non-published basis or non-listed basis (see Section 6.6 following) if requested. The current adopted Local Exchange listing of alphabetically arranged lists shall constitute the Company's telephone directory.

Directories will be furnished at the discretion of the Company.

3.7 Establishment and Maintenance of Credit

A. Establishment of Credit for Service

The Company may conduct a credit investigation of each commercial and/or consumer service customer or applicant prior to accepting the service order, customer deposit or advance payment. A customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

B. Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

A deposit is returned to the customer, less any amounts due the Company when service is disconnected. Even though a deposit is made, the customer must still pay bills, including any advance payments, when requested. A customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

B. Deposits (Cont'd)

RESERVED FOR FUTURE USE

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

C. Advanced Payments

The Company may require a customer or applicant to make an advanced payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for the safeguarding of its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

D. RESERVED FOR FUTURE USE

E. RESERVED FOR FUTURE USE

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

F. Discontinuance of Service

Service may be discontinued for failure to establish or maintain credit as authorized above, no sooner than eight (8) days after the Company has served or mailed notice requiring the subscriber to comply with credit regulations.

G. Service Reconnection Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a service reconnection charge as discussed in Section 5.2(E) and listed in Section 20.2(E) will apply, and will be collected by the Company.

3.8 Customer Billing

A. General

Bills for telephone service are issued monthly, and are due when rendered. Generally, monthly recurring charges are billed in advance, while toll charges are billed in arrears. The Company shall render a bill during each billing period except when there is a zero balance.

The customer is responsible for all charges in conjunction with services furnished including collect toll messages that have been accepted at the customer's telephone. Failure to receive a bill does not relieve the subscriber of the responsibility for payment for telephone service.

Charges for business service shall not be transferred to a bill for residential service, nor shall charges for residential service be transferred to a bill for business service.

The Company must issue customer bills within one year of the date the service was provided. No customer shall be liable for charges after one year.

Subscribers shall have seventeen (17) days from the date of the postmark on the bill to pay the charges stated thereon. Payment shall be made at the office of the Company or by mail. The Company may assess a late payment charge for payments made after seventeen (17) days. A late payment charge of ten percent (10%) of the first three dollars (\$3) and three percent (3%) of the excess of three dollars (\$3) may be applied to the unpaid balance.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Customer Billing (Cont'd)

A. General (Cont'd)

A charge of \$35.00 will be made for all checks returned to the company for insufficient funds. If more than one insufficient funds check is received from a subscriber within a twelve (12) month period, the company may require that all subsequent payments be made by cash, money order, or certified check.

B. Customer Bill Format

All bills for residential and single-line business customers shall contain an itemization of charges. Itemization of every monthly billing shall include, but not be limited to:

1. Exchange access (basic local service) as requested by customer;
2. Local service;
3. Extended area service;
4. Equipment;
5. Enhanced and other local services;
6. The period of time for which the local service and equipment charges apply;
7. If the Company has assumed responsibility of collection for toll calls or if it provides its own toll, it shall include an itemization of all toll calls charged to the account including, but not limited to the date and time of the call, the rate which applied to the call, the length of the call in minutes, the destination of the call, or point of origin for collect and/or third party calls;

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Customer Billing (Cont'd)

B. Customer Bill Format (Cont'd)

8. The phone number of the appropriate company business office;
9. The due date of the bill; and
10. A separate listing of additional charges due to state messages tax, municipal message tax, municipal consumer tax, state and municipal infrastructure maintenance fees, and federal excise tax.

3.9 Minimum Contract Periods and Termination of Service

A. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the subscriber pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

In case of PABX service, the initial contract period shall be at least one year, and the Company may require longer contract periods depending upon the size and nature of the facilities required for rendering service.

The length of contract period for directory listings, and for joint use service, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first published to the subscribers to the day the succeeding directory is first distributed to subscribers.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

B. Termination of Service by the Company

1. Service may be discontinued for any of the following reasons:

- a. Nonpayment of an undisputed past due charge.
- b. Failure to make or increase a required deposit or guarantee.
- c. Unauthorized use of the Company's equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- d. Failure to substantially comply with the terms of a settlement agreement.
- e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment.
- f. Material misrepresentation of identity in obtaining service from the Company.
- g. For noncompliance with an FCC or State Commission order.
- h. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Company or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.

2. The failure to pay charges not subject to the Indiana Utility Regulatory Commission or Federal Communications Commission's jurisdiction shall not constitute cause for discontinuance of service except as indicated in 3.9(B)(1)(h) above.

C. Termination of Service - Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company ten (10) days in advance, and upon payment of any applicable termination charges, in addition to any applicable charges due for service that has been furnished.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

C. Termination of Service - Subscriber's Request (Cont'd)

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one-month covering services which installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period. Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

In case of directory listings, where the listing has appeared in the directory, the charges due to the end of the directory period, except that in the following cases charges will be continued only to the date of termination of the extra listing, subject, however, to a minimum charge for one month.

1. The contract for the main service is terminated.
2. The listed party becomes a subscriber to some class of exchange service.
3. The listed party moves to a new location.
4. The listed party dies.

For PABX service, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

D. Procedures for Discontinuance of Service

1. The Company may discontinue service to a subscriber only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five days after delivery of this notice, or eight days after the postmark date on a mailed notice.
2. In addition to the written notice, the Company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it.
3. Services will not be discontinued for a past due bill after 12:00 noon on Friday, or on Saturday, Sunday, legal holiday recognized by the state, or on any day when the Company's offices are not open for business. Services may be discontinued on normal business days between 8:00 a.m. and 2:00 p.m. unless the Company is prepared to restore service within three hours after receipt of payment, at the standard restoration charge, if any.
4. Until at least 5:00 p.m. on business days, the Company will have personnel available that are authorized to reconnect service if the conditions cited for discontinuance are corrected, and any restoration charge specified in this Tariff is paid.
5. Discontinuance of service shall be postponed for a time not in excess of thirty (30) days from the date of written certification by a licensed physician that discontinuance of service will create or aggravate a medical emergency for the subscriber or a permanent resident in the subscriber's household. Initial certification will prohibit discontinuance for thirty (30) days. Certification may be renewed for one additional thirty (30) day period. If the certificate is not renewed, the Company may initiate discontinuance procedures. In the event service is discontinued within ten (10) days prior to certification, service will be restored if the proper certification is then made in accordance with the provisions stated above.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.10 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service. In addition, the customer will be required to pay for any lost access revenue and lost toll charges caused by this impairment or interruption of service. This will be estimated based on an average of the preceding three months usage and prorated to the amount of time service was impaired or interrupted and also for the number of customers affected.

3.11 Connection of Automatic Dialing-Announcing Devices

An automatic dialing-announcing device is any automatic equipment used for solicitation which includes storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called, and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing-announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement, which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.